



**RFP 4847-0-2016**

**FINANCIAL CONSULTANT SERVICES FOR THE DEPARTMENT OF UTILITIES**

Issuing Office: Office of the Purchasing Agent

Attn: Danny Hawk, CPPB

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-664-4026

Danny.hawk@norfolk.gov

Issued: Tuesday, October 13, 2015

**RFP OPENING DATE AND TIME: November 19, 2015**

**2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)**

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	

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## **SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES**

### **A. Background**

The City of Norfolk was established as a town in 1682, as a borough in 1736 and incorporated as a city in 1845. Norfolk is located 91 miles from Richmond, 213 miles from Washington, D.C., 352 miles from New York City, and 585 miles from Atlanta. With an estimated population of 240,000 Norfolk ranks as the second largest city in population in the Commonwealth. Norfolk is the economic, business, financial, cultural, educational and medical center of the Hampton Roads region.

The Department of Utilities is responsible for the provision of water and wastewater services within the City of Norfolk. The City also sells water to the United States Navy, the City of Virginia Beach, the City of Chesapeake, and the Western Tidewater Water Authority.

Although the Norfolk Department of Utilities was not officially established until 1969, early beginnings date back to 1751. In 1871, the City Council invested in the City's first surface water system which consisted of the present Lake Wright and 1 pumping station. The capacity of this system was 1 million gallons per day (MGD).

The City currently owns, and through the Department of Utilities operates two major water treatment plants: Moores Bridges and 37th Street. The Moores Bridges Water Treatment Plant has a rated capacity of 108 MGD and provides finished water primarily to the eastern one-third of the City of Norfolk, the City of Virginia Beach and the Navy facilities in Virginia Beach. The 37th Street Water Treatment Plant has a rated capacity of 28 MGD and provides finished water primarily to the western two-thirds of the City. Flow from both treatment plants serves the U.S. Navy facilities in the City of Norfolk and the Northeastern section of Chesapeake.

The system receives water from a series of eight City-owned water supply reservoirs which are located as follows: two in the City of Norfolk, three in the City of Suffolk and Isle of Wight County (which collectively are known as the western reservoirs system), and three in Virginia Beach. The System's current raw water storage capacity is over 15.1 billion gallons. These reservoirs are supplemented by two river intakes at the Blackwater and Nottoway Rivers. There are also four groundwater wells owned by the City that are available to the City in times of shortages from other sources. Additionally, the City of Virginia Beach supplies the system with raw water from Lake Gaston for treatment and delivery to its customers.

In total, the Utility provides water to more than 800,000 people and conveys wastewater for approximately 240,000 Norfolk residents.

### **B. Purpose / Agreement for Services**

The Offeror shall provide financial advisory and consulting services to the City's Department of Utilities and assist the Department and the City with various financial matters. The City requests the services of an Offeror for wholesale customer rate development and other financial advisory services. Such services include, but are not limited to, the following tasks:

1. Wholesale Rate Development for Virginia Beach:

- a. Project water rates for the City of Virginia Beach biannually from July 1, 2017 through June 30, 2019, and every two-year period thereafter, using the established rate making methodology and practices as stated in the Water Services Contract between the City of Norfolk and the City of Virginia Beach. Provide results to the City for distribution to Virginia Beach no less than 120 days prior to the beginning of the two (2) year period. Make model modifications and provide appropriate documentation as required by changes in Virginia Beach's capacity utilization requirements, system design requirements, City-Virginia Beach mutually agreed operational changes, and contract revisions by City and Virginia Beach. See Attachment 4 – Virginia Beach Water Services Contract, for example of rate study report and Attachment 5 for Section 6.0 of Virginia Beach Water Services Contract, "Rates and Charges."
  - b. Calculate "true-up" revenue for the City of Virginia Beach, bi-annually from July 1, 2013 through June 30, 2015, and every two year period thereafter, based on the audited books and records of the City, using the established rate making methodology and practices as stated in the Water Services Contract between the City of Norfolk and the City of Virginia Beach. Provide results to the City for distribution to Virginia Beach within six (6) months after the close of the fiscal year 2015. Make model modifications and provide appropriate documentation as required by changes in Virginia Beach's capacity utilization requirements, system design requirements, City-Virginia Beach mutually agreed operational changes, and contract revisions by City and Virginia Beach. See Attachment 4 for Section 6.0 of Virginia Beach Water Services Contract, "Rates and Charges."
  - c. Review Water Fund fixed asset system, Microsoft Access, for upload into the rate model. The City's fixed asset accounting system resides on a custom software application database in Access. Provide fixed asset reporting including, but not limited to, depreciation calculations, accumulated depreciation, net book value, and construction work in process in accordance with generally accepted accounting principles.
  - d. An Offeror shall develop Norfolk's own computer databases to collect data required for true-up and rate development process for Virginia Beach. The models shall house data including but not limited to: operating and maintenance expense cost allocations and adjustments, maximum hour demand, meter test results, and flows.
  - e. Develop computer rate model for calculating rates in accordance with established rate-making methodology and practices and in accordance with the City's contractual obligations. The model shall be in either an Excel or Access file format. Future updates shall conform with any changes to the City's microcomputer software standards. The Contractor shall provide model, user documentation and adequate training to enable the City staff to operate model.
  - f. Present to the City findings and recommendations resulting from the preparation of the biennial "true-up" report to maximize revenue recovery from Virginia Beach.
2. Bond Feasibility Study:
- a. Prepare revenue bond feasibility reports to incorporate in Official Statements for periodic Series Revenue Bond issues. Include results from and explanation of the Department's five-year financial plan. Describe facilities, operations, capital program needs and contractual relationships in sufficient detail to provide prospective bond holders with insight on the City's water system's projected financial condition and support for the proposed bonds.
  - b. Serve as a member of the bond working group by attending meetings, reviewing draft materials, and assisting with presentations to bond rating agencies and bond insurers. Provide appropriate certificates required by bond attorney and underwriter.

- c. For any bond refunding calculate impact of Debt Service Savings compared to change in projected Virginia Beach revenue.

3. Financial Advisory Services:

- a. Advise and assist the City in the strategic analysis of the impact of selling water to new customers.
- b. Advise the City on financing alternatives on long and short-term capital projects.
- c. Prepare sensitivity analyses covering a variety of issues of interest to the City by appropriately using any of the above models.
- d. Assist in contract negotiations for the sale of the City's surplus water as financial and rate consultant. Provide requested calculations, review draft materials, attend meetings, and recommend optional approaches aimed at meeting City objectives.
- e. Provide advice to the City on external issues that have a financial impact on the Water and Wastewater Funds.
- f. Attend and participate in meetings as requested.
- g. Provide any other analysis or support as may be required to maintain the Utilities mission.

All financial advisory services shall be provided only as the City may request.

## SECTION II – INSTRUCTIONS TO OFFERORS

### A. Contract Term:

The contract term shall be for five (5) years, beginning on or about January 1, 2016.

### B. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

### C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar ([www.demandstar.com](http://www.demandstar.com)) or eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) shall contact the Issuing Office to confirm registration.

### D. Pre-proposal Conference:

There will be a pre-proposal conference on Thursday, October 22, 2015 at 11:00 AM at the Office of the Purchasing Agent 232 E. Main Street, Suite 250, Norfolk, VA 23510.

### E. Questions and Addendum(s):

Successful Offerors shall carefully examine this RFP and any Amendment(s). Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions shall be addressed to Danny Hawk, Procurement Specialist at [danny.hawk@norfolk.gov](mailto:danny.hawk@norfolk.gov). If the answer materially affects this RFP, the information will be incorporated into an Amendment and posted on DemandStar or eVA. This RFP and any Amendment(s) shall be incorporated, by reference, into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Amendment(s) issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Amendment from the Issuing Office. This RFP and any Amendment will be incorporated, by reference, into any resulting Agreement.

**All questions shall be submitted no later than 5:00pm EST on Friday, October 30, 2015, no late questions will be considered. The answers to questions submitted will be provided in Amendment 1 which shall be posted on Thursday, November 5, 2015. Questions regarding the answers provided in Amendment 1 shall be submitted no later than 5:00 PM EST on Tuesday, November 10, 2015, no late or new questions will be considered. Any answers to the questions will be posted in Amendment 2 on Thursday, November 12, 2015, if necessary.**

### F. Schedule of Events:

Event	Date
RFP Issued	Tuesday, October 13, 2015

Pre-proposal	Thursday, October 22, 2015 @ 11:00 AM EST.
Question 1 Deadline	Friday, October 30, 2015 @ 5:00 PM EST
Amendment 1 Issued	Thursday, November 5, 2015
Question 2 Deadline	Tuesday, November 10, 2015 @ 5:00 PM EST
Amendment 2 Issued	Thursday, November 12, 2015
Proposals Due	Thursday, November 19, 2015 @ 2:00 PM EST
Oral Presentations	Week of December 7, 2015
Negotiations	Week of December 14, 2015
Intent to Award posted	Friday, December 18, 2015
Contract begins	January 1, 2016

**G. RFP Closing:**

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

**H. Disposition of Proposals:**

All materials submitted in response to this RFP will become the property of the City on receipt by the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to Virginia Freedom of Information Act (VFOIA) public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in letter J, "Proprietary Information/Non-Disclosure."

**I. Proprietary Information/Non-Disclosure:**

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: Invoke the protections of this section prior to or upon submission of the data or other materials, Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential



documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

**J. Offeror Obligation:**

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

**K. Anti-Collusion:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

**L. Ethics in Public Contracting:**

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The Contractor shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

**M. Nondiscrimination:**

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

**N. Debarment Certification:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

**O. Insurance Requirements/Indemnification:**

The Contractor shall defend indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Consultant, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Contractor shall maintain during the term of the Agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City. The City, its officers, employees, agents and representatives will be included as "Additional Insured" on such policies. All insurance policies affected by the Agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Insurance policies shall provide that the

Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in the Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense

**COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (CGL) with a limit of not less than \$3,000,000 each occurrence, \$5,000,000 general aggregate. Umbrella or Excess liability insurance may be used to provide these limits. Insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

**WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

**AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE:** The Contractor shall maintain Automobile Liability insurance with a limit of not less than \$ 2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia.

**PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE:** The Contractor shall maintain during the term of the Agreement liability insurance as shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract.

- a. Dissemination of Information in Violation of Right of Privacy;
- b. Collecting Information in Violation of Right of Privacy;
- c. Theft and use of Information in Violation of Right of Privacy;
- d. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

Such liability insurance coverage may be provided either by separate policies or in combination with other liability insurance required in this contract. The minimum acceptable limits of liability to be provided by such liability Insurance shall be: not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**FIDELITY AND FAITHFUL PERFORMANCE;** The Contractor shall maintain during the term of this Agreement such Fidelity and Faithful Performance Insurance /Bond coverage as shall protect against Contractor's/his employee's dishonesty; forgery or alteration; theft, disappearance and destruction of money and securities, as well as computer fraud and losses due to a lack of faithful performance which may arise from the performance of the Representative duties and obligations under this contract whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable

limits of liability to be provided by such Insurance/bond shall be \$100,000 Each Incident/Annual Aggregate.

**INSURANCE POLICIES/CERTIFICATE OF INSURANCE.** Contractor shall furnish the City with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in the Agreement. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required in the Agreement. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of the Agreement. If coverage on said certificate(s) is shown to expire prior to completion of all terms of the Agreement/Contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for the Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

**SUBCONTRACTOR'S INSURANCE:** The Contractor shall require each of his Sub-Contractors to take out and maintain during the term of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's policies/certificate to the City.

**P. Tax Exemption:**

The City is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under the contract. Upon request, the City will furnish the offeror with tax exemption certificates or the City's tax exempt number.

**Q. Compliance with Federal Immigration Law:**

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

**R. Compliance with State Law – Authorization to Transact Business in the Commonwealth:**

Offeror shall represent that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

**S. Solicitation:**

The Offeror shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the offeror comes into contact as a result of work under this procurement during the term of the contract and for six (6) months thereafter.

**T. Award:**

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror. Attached to this RFP is a sample contract that the successful offeror shall sign upon award (Attachment G).

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

**U. Protests:**

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror.

Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

**V. Proposed Agreement:**

Contractor will be expected to execute an Agreement to provide the services as detailed in this RFP in substantially the form of the attached Agreement.

## SECTION III– PROPOSAL SUBMITTAL REQUIREMENTS

### A. GENERAL

Proposals must be submitted in hard copy, ONE (1) fully executed copy of RFP cover page for this solicitation, which shall be the first page in the first section of the Proposal. The copy of the Proposal Form in the Proposal marked “ORIGINAL”, shall include an original longhand signature. The additional copies required herein may be photocopies of the original. Copies shall not deviate in any way from the original.

The offeror’s proposal shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½” x 11”, single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

### B. PROPOSAL STANDARDS

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

All copies shall be printed on **at least thirty percent (30%) recycled-content** and/or tree-free paper;  
All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and

Numbered tabs and dividers are required for each of the sections listed and in the order below:

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. REFERENCES
- VI. PRICING
- VII. EXCEPTIONS TO THE CITY’S CONTRACTUAL TERMS AND CONDITIONS

### C. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the City.

### D. PROPOSAL SUBMISSION

One (1) proposal with a Proposal Cover Page containing an original longhand signature, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies, shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

City of Norfolk, Virginia

Office of the Purchasing Agent  
Suite 250  
232 E. Main Street  
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed RFP Cover Page using the Cover Page provided in this solicitation shall be cause for rejection of the proposal. The Cover Page must be signed by a person authorized to legally bind the offeror.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this solicitation submitted to the City by an offeror or a prospective offeror shall, upon receipt by the City, become the property of the City.

Offerors shall respond to this RFP with written proposal in the format outlined below. The proposal shall include as a minimum of the following sections, each under separate tabs:

**I. RFP COVER PAGE**

Offerors shall complete the first page of the RFP, sign and submit with their proposal.

**II. INTRODUCTION OF OFFEROR**

The Offeror's proposal shall contain an executive summary that summarizes their overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches.

The Letter of Transmittal must include a statement certifying that the firm does not have a business relationship now or within the last three years with the Cities of Virginia Beach, Chesapeake, Portsmouth, Suffolk and Newport News and the United States Navy.

**III. EXPERIENCE IN PROVIDING SIMILAR SERVICE**

Offerors shall demonstrate their past experience with the scope of service:

1. **Firm Qualifications.** Provide a detailed narrative on the firm's qualifications to serve as financial consultant for the City's Department of Utilities. Include five examples of the firm's experience on work of a similar nature with other municipalities or private utilities. Each example shall include:
  - a. Location and length of service
  - b. Name, title and telephone number of person(s) who may be contacted for references and information concerning the service the firm provided.
  - c. A description of the firm's specific role(s) in each example - highlight the role(s) of proposed team members.
2. **Team Experience.**
  - a. Provide an organizational chart, indicating assignments by team member and specific responsibilities related to this project.

- b. Provide resumes for the Project manager and all key personnel to be assigned to this project. Each resume must include: education, financial experience, and experience on similar assignments.
- 3. **Experience with Utility Financial Operations.** Provide a description of the proposed team's specific experience in the following areas:
  - a. Water and wastewater utilities
  - b. Local municipalities and enterprise funds
  - c. Design and development of financial rate models
  - d. Design and development of econometric models for forecasting

#### **IV. APPROACH AND CAPACITY**

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the demands of the City. Provide the credentials of the key program staff members and the manager's portfolio of experience. Provide an organizational chart that describes the division of responsibility among the members of the staff. Provide all relevant certifications. Include the names of subcontractors. Include the following information for each proposed subcontractor: Identification of subcontractors, their areas of expertise, and a description of how they will be used in performance of the services.

Provide a detailed narrative statement on your perception of the project requirements and any unique features which you believe make you the most qualified firm. Provide a description of how your firm proposes to interact and communicate with the Department of Utilities staff. Describe any other programs, benefits, or business enhancements that will be provided to the department of Utilities and the City.

#### **V. REFERENCES**

Provide names, addresses and telephone numbers of at least three (3) jurisdictions for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; Contact person's email address, and phone number; and Description of the services provided by your firm for the client.

#### **VI. PRICING (Separate sealed envelope)**

Provide a maximum "not-to-exceed" price for tasks 1, 2 and 3, individually, as outlined in Section I.B. Also indicate the level of service commensurate with the quoted prices. If the proposal is based upon the City bearing the cost of incidental expenses associated with a task, clearly state what type of incidental expenses is proposed for the City to bear. Costs for expense reimbursement, if any, are to be clearly itemized. Offerors shall include a maximum amount for expenses it expects the City to reimburse. Offerors should include a comprehensive statement of conditions under which EACH identified item of expenses may be billed. No claim against the City shall be made for charges not authorized in writing by the City PRIOR to being incurred. Please note that the City will only pay for those services and expenses authorized by the City. (Please do not provide ranges, as the high end of any range will be recorded as your response.) The pricing total for 5 years per service will then be used in a calculation to obtain up to 20 points.

#### **VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS**

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of

written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

**E. Proposal Evaluation Process:**

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent of this RFP that all services be prepared complete in all respects without need by the City for engaging separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Introduction to Offeror	20
Experience Providing Similar Services	30
Approach and Capacity	30
Price	20
<b>TOTAL</b>	<b>100</b>

Pricing will be evaluated objectively. Evaluation committee members will evaluate Introduction, service approach and understanding the scope, qualifications and experience. The City will compute the total of 20 points for pricing with the following equation:

$$\begin{aligned} \text{lowest/individual totals} &= X \\ X(.20) \\ &= \text{point number received for price} \end{aligned}$$

**F. Presentation Preparation:**

If, in the City's opinion, offeror presentations or demonstrations of the proposal are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the offeror's expense.

**G. Preparation of Proposals:**

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Services or any other provision of this RFP under TAB 5. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

**H. Cost incurred in Responding:**

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.



## Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Remaining page intentionally left blank.

## **Attachment B: Ethics in Public Contracting**

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an offeror.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from an offeror or sub-successful offeror any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror.

Sec. 33.1-90. Gifts by Offerors, or Sub-Successful offerors (Virginia Code §2.2-4371).

No Offeror or sub-successful offeror shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-successful offeror shall demand or receive from any of his suppliers or his sub-successful offeror, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-successful offeror or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If an offeror or sub-successful offeror or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent successful offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: \_\_\_\_\_

Remaining page intentionally left blank.

## Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-successful offeror or offeror.

Initial: \_\_\_\_\_

Remaining page intentionally left blank.

## Attachment D: Debarment Certification

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

#### I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly

rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date:\_\_\_\_\_

## Attachment E: Compliance with Federal Immigration Law

### 1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect,  
(Please fill in with your enterprise's complete name)

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### 2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### 3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

### I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name)

\_\_\_\_\_certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

\_\_\_\_\_

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_

### II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_